IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION APPLICATION NO. 43 OF 2005

EPIC Enzymes Pharmaceuticals and
Industrial Chemicals Ltd. ....Applicants

Versus

M/s. Feinchemie Schwebda GmbH ...Respondents

Mr. Jaideep Mitra, instructed by M/s. Desai & Chinoy, for the applicants.
None for the respondents.

CORAM: **DALVEER BHANDARI, C.J.**
DATE: AUGUST 26, 2005.

P.C.

The learned counsel for the applicants submits that respondents have been served and despite service none is present.

2. The parties had entered into an agreement on 26th November, 2001. The arbitration clause contained in the said agreement reads as under:

> "In the event of any dispute or difference at any time arising between seller and the buyer in respect to anything arising out of or incidental thereto, such dispute or difference to anything arising out of or incidental thereto, such dispute or differences shall be submitted to arbitration in Mumbai under the provisions

of the Arbitration and Conciliation Ordinance, 1996 or any statutory enactment thereof for the time being in force."

3. Accordingly, I appoint Dr. Justice B.P. Saraf, retired Chief Justice of Jammu and Kashmir High Court, as the sole arbitrator in this matter. He is requested to accept this arbitration. He would be at liberty to fix his own fees. This application is accordingly disposed of.

CHIEF JUSTICE